

**FRANCHISE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD
AND
A SUPERIOR TOWING COMPANY
FOR CITY-WIDE WRECKER TOWING SERVICE**

This is a Franchise Agreement dated ^{may} April 2, 2017, for City-Wide Towing Service (the "Agreement") by and between A Superior Towing Company (hereinafter "Franchisee"), a Florida corporation having its principal place of business at 2385 S.W. 66 Terrace, Davie, Florida 33317, and the City of Hollywood, a Florida municipal corporation, whose principal address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 (hereinafter "City").

W I T N E S S E T H:

In consideration of City's grant of this Agreement and of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Franchisee and City agree as follows:

1 ACKNOWLEDGEMENTS:

The Parties acknowledge the following:

- (i) On October 12, 2016 the City issued Bid RFP-4530-16-JE for City-wide wrecker towing services (the "RFP").
- (ii) On November 3, 2016, the City received three responses to its procurement.
- (iii) After reviewing the responses on December 22, 2016, the Selection and Negotiation Committee selected Franchisee as its highest responsive responsible vendor.

2 CONCURRENCE:

Franchisee voluntarily and freely agrees to abide by and comply with all terms and conditions of this Agreement, as it may be amended from time to time, and affirms that this Agreement shall be binding on any City authorized successor assign of Franchisee. Franchisee concurs that it presently has sufficient personnel, equipment and resources to comply with the terms and conditions of this Agreement.

3 COMMUNICATIONS:

Franchisee shall provide a Computerized Dispatch System which has the ability to track real-time timelines. Franchisee shall provide its own two-way radio or approved alternate communications system. The communications system shall be between Franchisee's base station and all service trucks that provide towing services for City. The communications system shall be regularly checked and remain fully operational during the term of this Agreement. The Computerized Dispatch System must be able to provide reports to City officials as needed.

4 STORAGE FACILITIES:

At all times during which Franchisee is providing towing services to City, Franchisee shall maintain office facilities and storage facilities located within the geographic boundaries outlined in the attached Geographic Boundaries map. On the date of the execution of this Agreement Franchisee has satisfactorily identified office facilities and storage facilities that meet this requirement. In the event Franchisee wishes to relocate to a different storage facility, the location of the proposed storage facility shall be properly zoned for such use and Franchisee shall demonstrate how it has control of the property proposed for the storage facility.

4.1 OUTSIDE FACILITIES:

Franchisee shall have available "outside storage" for a minimum of two hundred and fifty (250) vehicles with sufficient spacing between each stored vehicle to conduct an inspection of each vehicle. Said storage area will be enclosed in accordance with applicable zoning requirements to assure maximum security for stored vehicles. Franchisee shall provide storage for towed vehicles in the outside enclosed area unless the owner of the vehicle gives specific written instructions for inside storage and such inside storage is available. Vehicles designated for outside storage shall be charged at the outside storage rate. If Franchisee prefers to use inside storage, Franchisee shall not charge a higher rate than the outside storage rate.

4.2 INSIDE FACILITIES:

Franchisee shall have available "inside storage" for a minimum of twenty-five (25) vehicles which are a body type or of a condition such that inclement weather could result in damage thereto. Said area shall include an operational lift station which shall be enclosed by solid walls, a roof and an access door. Said area shall be secured from unauthorized persons. No storage space or area shall be used unless prior written approval is obtained from the Police Department. Unless otherwise authorized by the City Manager or his/her designee, all vehicles towed at the request of the Police Department, Parking Enforcement Division or Code Enforcement Division are to be stored at Franchisee's storage facility.

4.3 IMPOUNDED VEHICLE STORAGE (POLICE HOLDS):

Franchisee shall provide a completely enclosed storage area for at least four (4) vehicles. Said area shall be enclosed by solid walls, a roof and an access door, shall have a secure locking device on the entry to secure the area from unauthorized entry at all times and shall open only to

authorized Police officials. The enclosed storage area(s) shall conform to OSHA safety standards for vehicle maintenance areas with respect to lighting and ventilation. Franchisee shall have one (1) vehicle capable of lifting up to a 25,000 lb. vehicle if necessary.

4.4 OFFICE FACILITIES:

Franchisee shall have an employee available at the storage facilities in the office, during regular business hours, for immediate response to calls for service or for release of vehicles. The office shall not close during these hours. An employee shall be on call, near Franchisee's office, twenty-four (24) hours a day, seven (7) days a week. If an employee is needed for a call, a replacement must be provided to keep the office open. In addition, Franchisee shall provide a desk, chair and telephone for Police use by the Police Chief, or his/her representative, or other law enforcement officer, during the above stated office hours, for inspection of records and vehicles. The restroom(s) and wash-up facilities shall be kept in a clean, sanitary condition.

4.5 FACILITIES LOCATION CHANGES:

In the event all storage facilities of Franchisee are filled to capacity, Franchisee shall not be relieved of responsibility to perform and is required to make such arrangements for storage as will fulfill City's requirements. All storage space use at any time during the term of this Agreement shall meet the requirements of this Agreement. No storage space or area shall be used or changed unless prior written approval is obtained from the Police Department. Storage area(s) must be within the geographic boundaries outlined in the attached Geographic Boundaries map.

5 TOWING SERVICE:

Requests for public towing service and removal of traffic hazards shall be routed through the Police Department, the Parking Enforcement Division and/or the Code Enforcement Division. The Police Department, the Parking Enforcement Division and the Code Enforcement Division will have the right to cancel a request for services from Franchisee at any time, including up to time of hookup. Expect in situations of law enforcement tows, if the registered owner or other legally authorized person in control of the vehicle arrives at the scene prior to the removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service, for which a receipt shall be issued, unless that person refused to remove a vehicle which is otherwise illegally or unlawfully parked. Franchisee agrees that the mere response to a service call scene without other action does not constitute a service for which charges are applicable. All vehicles being towed to Franchisee's storage compound shall be taken directly to that area. Nothing herein will prevent the owner of a vehicle from selecting his/her own tow service. However, the Officer on the scene may take any action deemed necessary to clear the scene including, but not limited to, cancellation of a non-franchised wrecker up to time of hook-up upon an unreasonable delay or an emergency condition. The location of the towed vehicles must be retained in the designated compound and removed only with proper authorization from the Police Department.

Should Franchisee furnish a wrecker in a higher class than the one required for a particular class of vehicle, the only charges that are authorized are those for the proper class of wrecker for the vehicle being towed.

An owner of a vehicle shall be allowed to remove personal unattached property from his/her vehicle on a "one time" only basis at no additional charge. An additional charge of \$20.00 may be assessed for each subsequent request to remove personal unattached property. No other charges may be imposed.

In addition to the standard towing of vehicles to remove traffic hazards, Franchisee shall provide transport and disposal services, for boats, travel trailers, golf carts, mowing equipment, motorhomes, generators, compressors, skid steer loaders, ATVs, trenchers and forklifts at the request of City. At no charge to City, Franchisee shall, during the term of this Agreement, tow and dispose of up to ten (10) boats or travel trailers and motorhomes that are within the size limits of up to 25 feet in length as established by the Florida Department of Transportation, per calendar year. For the 2017 partial calendar year, Franchisee shall tow and dispose of up to seven (7) boats or travel trailers and motorhomes that are within the size limits of up to 25 feet in length as established by the Florida Department of Transportation at no charge to City. For all disposals thereafter, Franchisee shall charge the City a reduced rate for each tow and disposal based upon the following fee schedule:

Lengths Established By the Florida Department of Department of Transportation

Boats/Travel Trailers/Motor Homes under 25 feet in length	\$450.00
Boats/Travel Trailers/Motor Homes greater than 25 feet and up to 30 feet in length	\$600.00
Boats/Travel Trailers/Motor Homes greater than 30 feet and up to 35 feet in length	\$800.00
Boats/Travel Trailers/Motor Homes greater than 35 feet and up to 40 feet in length	\$1,050.00
Boats/Travel Trailers/Motor Homes greater than 40 feet will require special approval by City	

Franchisee's monthly franchise payment shall clearly reflect all towing and disposal charges, including "no charges", referenced in this section. If there are any City charges pursuant to this section, such charges shall be deducted from Franchisee's monthly payment.

5.1 TOWING PROCEDURES FOR POLICE PROCESSING:

Vehicles impounded for evidentiary purposes, an investigative confiscation or other police hold pursuant to Police Department instructions, may be stored for a period of up to five (5) working days, excluding weekends and holidays, at no charge to City. After that time, if the vehicle needs to be held pursuant to a police hold for a longer prior of time, the Police Department may have the vehicle removed by Franchisee to a City storage facility without charge to City. If the vehicle needs to be held pursuant to a police hold for a longer period of time, the Police Department, Parking Enforcement Division or Code Enforcement Division shall provide Franchisee with written notification to continue the hold and either remove the vehicle or retain the vehicle at the Franchisee's lot. Under circumstances when the vehicle needs to be stored at the Franchisee's lot beyond the five (5) day period, Franchisee may charge City a \$5.00 per day

storage fee. No additional fees listed in the rate schedule may be added to the \$5.00 per day storage fee. If Franchisee does not receive written notification to continue a vehicle hold, Franchisee may release the vehicle to the owner/lien holder pursuant to Section 713.78, Florida Statutes. Franchisee must notify the Police Department of an impending release of a vehicle with a police hold prior to releasing the vehicle to the owner. If the Police Department has the vehicle removed from Franchisee's lot and the vehicle is subsequently released to the owner, the owner will be responsible for the initial tow and storage for the number of days the vehicle remained at Franchisee's lot. This will not include the tow to or from a City storage facility. All holds must include the following:

1. Name of City Division authorizing tow,
2. Date and time the hold is placed on the vehicle,
3. A general description of the vehicle, including color, make, model, body style and year, VIN, registration place with state and year, and validation sticker number with state and year,
4. The specific reason for placing the hold,
5. The condition of the vehicle,
6. The location where the vehicle is being held, and
7. The name, address and phone number of the tow company storage facility.

5.2 TOWING OF VEHICLES SEIZED FOR FORFEITURE:

Vehicles seized for forfeiture pursuant to Police Department order may be stored for a period of up to, but not more than, thirty (30) calendar days without charge to City. After that time, if forfeiture proceedings are to be instituted, the vehicle may be removed and transported to a City storage facility by Franchisee at no cost to City.

5.3 TOWING OF CITY OWNED AND LEASED VEHICLES:

City-owned or leased vehicles shall be towed/retrieved by Franchisee. All City-owned or leased vehicles towed/retrieved by Franchisee within the City limits shall be at no cost to City. Franchisee shall respond to calls for service for City owned or leased vehicles outside city limits in a reasonable and timely manner. If special apparatus is required for such tow, Franchisee may charge a one-time \$200 mobilization fee per each tow. Franchisee's monthly franchise payment shall clearly reflect all special apparatus tows, which mobilization fees shall be deducted from Franchisee's monthly payment. For purposes of this section only, a special apparatus tow is a tow that requires the use of any equipment or vehicle that is not designated as a Class A or Class B vehicle.

5.4 DELAYS:

For requests for towing services within City limits, Franchisee shall respond to requests for service within thirty (30) minutes of the receipt of request for service. If longer than thirty (30) minutes, a penalty may be imposed. The penalty shall be \$50.00 unless Franchisee has good cause in the opinion of the Police Department representative (Contract Administrator). Penalty fees may be imposed following written notification of any delay of service beyond thirty (30) minutes.

6 CLEAN UP AND DEBRIS REMOVAL:

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Officer.

6.1 REMOVAL OF HAZARDOUS WASTE SPILLS:

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Department. Franchisee must ensure all tow truck operators that perform hazardous materials cleanup meet all training and prescribed requirements of all applicable laws, rules and regulations. In addition, it shall be the responsibility of Franchisee to properly dispose of all hazardous materials and debris in accordance with all laws, rules and regulations. An additional fee may be charged for hazardous material removal as long as the hazardous material disposal fee imposed does not exceed the Franchisee's actual costs for cleanup and disposal.

6.2 VEHICLE IMPOUNDMENT ORDINANCE HOLD:

In cases where a vehicle has a police hold pursuant to City's Vehicle Impoundment Ordinance, Franchisee is required to reduce removal, towing and storage charges when ordered by City's Special Magistrate.

7 PROTECTION OF VEHICLES AND PROPERTY:

In addition to the responsibility of providing security for stored vehicles, Franchisee shall assume responsibility for any articles of value left in the vehicle and listed on the property receipt form. Franchisee shall replace any such article upon verification of the loss by the designated investigative person representing the Police Department. Franchisee shall assume total responsibility to ensure at time of tow that impounded vehicles shall remain in the same condition and retain the same equipment. Franchisee shall also assume responsibility for any articles of value left in the vehicle and listed on the Vehicle Inventory Receipt. Any complaints concerning thefts from a stored vehicle shall be investigated by the Police Department and appropriate action taken. Provisions under this section for not preclude any aggrieved party from seeking remedy in the appropriate court.

7.1 WEATHERPROOFING THE VEHICLE:

If, in the opinion of Franchisee and with the concurrence of the owner or the Police Department, the vehicle requires special weather protection, Franchisee shall so note it on the vehicle storage receipt, shall be required to substantially cover the vehicle's openings with a weatherproof material and shall be allowed to charge a one-time fee for this service in an amount equal to the cost of the weatherproofing material plus labor in accordance with the Broward County Ordinance. No additional charges will be allowed.

8 RELEASE OF VEHICLES:

Franchisee shall directly release any vehicle which has not been marked "hold," provided that the proper proof of identification and ownership is presented and payment of appropriate fees is received. Any vehicle tow which is marked "hold" will not be released without written authority from the Police Department. Franchisee shall release any vehicle towed at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or lien holder of the vehicle, or to the authorized agent of such person. Operational vehicles released by Franchisee shall be delivered to the public right-of-way at no additional charge. This shall include the use of any necessary equipment. Vehicles shall be available for release between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays.

All motor vehicles which have not been reclaimed must be disposed of according to applicable state, City and county laws.

9 VIEWING OF IMPOUNDED VEHICLES:

Franchisee agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of Franchisee. Franchisee shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle's owner or representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, tools, etc., and Franchisee shall assist any vehicle's owner/agent in doing so. The vehicle's owner/authorized representative shall acknowledge receipt of such property on a form provided by Franchisee.

10 EQUIPMENT AVAILABILITY:

If Franchisee subcontracts, Franchisee is still responsible for meeting all of the requirements of these rules and regulations.

10.1 EQUIPMENT:

Franchisee must have adequate up-to-date equipment capable of handling all types of vehicles in the safest possible way and in any situation that may arise.

10.2 SAFETY PROCEDURES:

Franchisee shall use all appropriate equipment and safety procedures required to provide the services required by this Agreement. Failure to use proper equipment and safety precautions for each tow or retrieval constitutes a violation of this Agreement.

10.3 DAMAGES:

Franchisee shall be responsible for all damages resulting from use of improper procedures and/or equipment.

10.4 TYPES OF EQUIPMENT:

Franchisee shall have available the following types of equipment:

WRECKERS (TOW TRUCKS)

All wreckers will be registered and shall have appropriate licenses to operate as wreckers. Franchisee's towing license number shall be displayed on the front of the vehicle in letters at least three (3) inches high. The company name (or name of joint venture) shall be displayed on the driver and passenger side of the vehicle in letters at least three (3) inches high. The company name (or name of joint venture) and telephone number shall be displayed on driver and passenger side of the vehicle in letters at least two (2) inches high. Franchisee shall produce evidence of ownership or value 1st party lease of the required number of Class "A," Class "B," Class "C," Class "D" and slide back car carriers. Franchisee shall maintain mobile communications equipment between its truck and base stations. All equipment shall be maintained in a state of readiness for response as delineated in this Agreement and shall be for the sole use of City. Franchisee agrees to have no markings on vehicles that indicate or tend to indicate any official relationship between Franchisee and the Police Department, Parking Enforcement Division, Code Enforcement Division or City.

11 EMPLOYEES:

Upon commencement of the Franchise, Franchisee shall submit to the Contract Administrator a list of all current employees and new personnel, including full name, home address, date of birth and proof of current valid Florida driver's license. Furthermore, Franchisee shall supply the same information to the Contract Administrator within forty-eight (48) hours of the hiring and separation of said employees.

City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

11.1 RESPONSIBILITY:

The owners of the company or the officers of the company (if a corporation) and the company shall be responsible jointly and severally, except as expressly prohibited by law, for the acts of their employees while on duty for the City.

11.2 INDEPENDENT CONTRACTOR:

It is the intent of the parties hereto that (i) Franchisee shall be legally considered as an independent contractor and not an authorized agent, partner, affiliate, joint venture or representative of City, (ii) neither Franchisee nor Franchisee's employees shall, under any circumstances, be considered servants or agent of City, and (iii) City shall not be legally responsible or liable for any act, omission, negligence, debt or default of Franchisee, its employees or agents.

12 SIGNAGE:

Franchisee must post a City approved sign indicating charges authorized by City, in accordance with this Agreement. The sign must be minimum one (1) inch lettering and permanently and conspicuously posted in the area where the charges are paid to Franchisee.

13 FORMS:

Franchisee shall provide standardized, printed, sequentially numbered, City approved, computer generated receipt forms listing the nature of the work performed.

Franchisee shall provide a separate invoice for each and every towing service provided under this Agreement. The basic information contained in the invoice shall include, but not be limited to, the following:

- A. Date of service call
- B. Service call number assigned by City
- C. Location where tow originated and destination
- D. Vehicle VIN number
- E. Vehicle make and model
- F. Vehicle license number
- G. Driver's name and ID number
- H. Reason for the tow, such as accident, parking, road blockage, City vehicle, confiscated, abandoned/derelict, etc.
- I. Breakdown of all towing, recovery and storage charges

The following information shall be printed or stamped on the invoice/receipt and provided to the owner when the owner picks up his/her vehicle:

- A. A policy statement concerning policies and procedures provided by City
- B. City telephone number for questions or complaints regarding the contract (the type size and content of this information is subject to City approval)

14 REPORTS AND OWNER NOTIFICATION:

The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer on scene will be responsible for obtaining the information required on the vehicle towing/storage receipt for all titled vehicles. The wrecker driver shall not remove a vehicle from the scene without a copy of a fully executed and legible receipt. If, at the time of removal, the name of the registered owner of the vehicle is not available, it shall be the responsibility of the Police Department to supply this information. In addition, the Police Department shall make all reasonable efforts to conduct on-site VIN verifications every other week. If the state of registration is unknown, Franchisee shall make a good faith effort to notify any potential owner or lien holder, and such notice shall be given within a reasonable period of time from the date of storage. Good faith effort means the following has been performed by Franchisee to establish ownership or interest in the towed vehicle, in strict accordance with 713.78, Florida Statutes, as may be amended from time to time.

14.1 Franchisee shall maintain, at its place of business, a digital file that contains:

- Vehicle towing/storage receipt of each vehicle on premises towed under this franchise and proof of ownership notification and invoice of charges for all vehicles released. These receipts will be maintained by date according to the vehicle's VIN.
- Log of all calls for service on a monthly basis.
- Notification log indicating date, time and method of notification to the registered owner of a towed, stored vehicle.
- Copies of all release forms.
- Copies of all forms pertaining to the disposal of vehicles not claimed by owner(s).
- All vehicles to be auctioned name and address of owner and/or lien holder and date contacted.

14.2 The Contract Administrator reserves the right to examine any and all records relative to this Agreement and said files and logs shall be available for inspection and checking during normal working hours during the entire term of this Agreement and for three (3) years thereafter.

14.3 Franchisee shall supply to City, when requested:

- Copy of public notice of sale at least ten (10) days prior to date of sale and a detailed listing of vehicle serial number, tow receipt number, year, make and model number of vehicle, monies received and purchaser's name and address.
- A spreadsheet containing all paid towing/storage receipts on a monthly basis identified by the towing receipt number.
- Monthly summary report fifteen (15) days following the end of the previous month summarizing all services provided (towing and service calls) to include vehicle type, vehicle manufacturer, license tag number, service provided, date and time service provided, total cost of service and invoice number. A separate report shall be submitted for City-owned equipment.

15 ETHICS AND CONDUCT:

Franchisee shall conduct its business in an orderly and ethical manner at all times and shall use every means to obtain and keep the confidence of the general public. All public contact shall be in a courteous and orderly manner. Franchisee shall not divulge any information with respect to a towed vehicle when such vehicle has a police hold. Anyone wishing to obtain information on a vehicle with a police hold shall be referred to the Police Department.

15.1 SUSPENSION:

Should Franchisee, at any time during the term of this Agreement, including any option term, be found in violation of any of the terms and conditions of this Agreement, City shall have the right to suspend Franchisee until the violation is resolved to the satisfaction of City. If the violation is not promptly resolved or is of such a serious nature that City determines that suspension is not adequate, City reserves the right to terminate for cause. Should Franchisee or its principals, at any time during the term of this Agreement, become the subject of a criminal investigation, the City Manager or his/her designee shall have the right to suspend Franchisee until the outcome of any pending investigation, including trial, should one result. Upon termination of the criminal investigation that does not result in criminal charges, City, in its sole discretion, may cancel the Agreement or reinstate the Agreement. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by Franchisee, City, in its sole discretion, may cancel the Agreement or reinstate the Agreement.

16 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not continue to provide any goods or services to a public entity, may not continue to bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17 COMPLAINTS AND DISPUTES:

Any complaints received by City concerning misconduct on the part of Franchisee, such as excessive charges, poor business practices, damage to vehicles, etc., shall be referred to the Contract Administrator. The Contract Administrator shall notify Franchisee of any complaints within five (5) business days after receipt of the complaint unless a criminal investigation is anticipated. Franchisee shall submit a written response to the particular complaint to the Contract Administrator within five (5) business days of notification of the complaint. A written disposition of the complaint will be forwarded to Franchisee and complainant upon completion of an investigation. Any complaints concerning theft from a stored vehicle shall be investigated by the Police Department and appropriate action taken.

18 TERM OF FRANCHISE:

The Franchise agreement period is for five (5) years, commencing on May 1, 2017, with one (1) option for renewal for an additional five (5) year period, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City and as soon thereafter as approved by the City Commission of the City of Hollywood.

19 FRANCHISEE DEFAULT:

The occurrence of any of the following events shall constitute cause for canceling this Agreement, and the Agreement shall, in fact, automatically terminate upon any one of the following:

- Exhibiting a pattern of delayed responses during the course of any year to City's request for tows. (A delayed response in excess of thirty (30) minutes may be considered a failure to respond.)
- Failing to submit the franchise payment(s) in a timely fashion.
- Franchisee's filing an adjudication of insolvency, reorganization or bankruptcy.
- Abandonment of the premises or discontinuance of operation.
- The making of a general assignment for the benefit of creditors.
- Exhibiting a pattern of exceeding rates or refusing to abide by rates established by the Broward County Ordinance No. 2014-34, as may be amended from time to time.
- An unsatisfactory annual review (by the Contract Administrator) specifying any of the following:
 1. Deficient performance
 2. Criminal conduct

3. Violations of state, federal or municipal laws or regulations, or
 4. Sustained complaints of rude or discourteous service, or
- A violation of Section 28 of this Agreement.

20 TERMINATION FOR CONVENIENCE OF CITY:

Upon thirty (30) calendar days' written notice delivered by certified mail, return receipt requested, to Franchisee, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where this Agreement is terminated for the convenience of City, the notice of termination to Franchisee shall state that this Agreement is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Franchisee shall promptly discontinue all work at the time and to the extent indicated in the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of this Agreement, refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

21 COMPETENCY OF FRANCHISEE:

Inspection of the existing or proposed facilities will be made prior to the commencement of towing services pursuant to this Agreement. Franchisee must have all necessary County and local licenses and permits as may be required to operate the type of requisite business. Franchisee is presumed to be familiar with all laws, ordinances, rules and regulations that may, in any way, affect the work. Ignorance of applicable laws, ordinances, rules and regulations on the part of Franchisee will in no way relieve it from responsibility.

Franchisee shall provide standardized, City approved, computer generated, invoice forms listing the nature of the work performed, for the exclusive use of Police tows, Parking tows or Code Enforcement tows. A legible invoice shall be made for each and every vehicle towed.

Franchisee shall keep on file for three (3) years copies of all paid invoices, together with Vehicle Storage Receipts and any and all impound logs filed by sequentially numbered incident forms. These records will be subject to inspection by designated City representatives during normal business hours.

Franchisee shall comply with all written procedures as issued jointly from time to time by the Parking Enforcement Division, the Police Department and the Code Enforcement Division, which will facilitate the release of towed and/or impounded vehicles to the owner.

22 FRANCHISE FEE TO BE PAID TO CITY EACH YEAR:

Franchisee shall pay to City, during the terms of this Agreement, a franchisee fee in the amount of \$9,416.67 per month. The first payment shall be due not later than the fifth day of the calendar month immediately following the execution of this Agreement by both parties and subsequent payments due on the fifth day of each calendar month thereafter. Payments are to be made punctually by cashier's check or Franchisee check drawn on a local bank. Payments shall be delivered to City c/o the Director of Financial Services, Hollywood City Hall, 2600 Hollywood Boulevard, 1st Floor, Hollywood, Florida 33020.

This franchise fee payment has been reduced by \$1,000 a month in consideration of Franchisee agreeing to provide City with an approximately 1,000 square foot secured storage space for the duration of this Agreement.

23 FEMA REIMBURSEMENT:

If City should receive funds from the Federal Emergency Management Agency as reimbursement for the towing of vehicles by Franchisee pursuant to this Agreement, City shall promptly pay such funds to Franchisee.

24 MAXIMUM ALLOWABLE RATES:

Aside from what is specifically stated herein, Franchisee may charge the maximum rates established by Broward County Ordinance No. 2014-34, as may be amended from time to time, for providing towing, removal and storage services for wrecked or disabled vehicles removed from accident scenes and non-consensual removal of vehicles from public streets and areas within the City. Aside from what is specifically stated herein, Franchisee shall not charge in excess of the maximum rates established by the Broward County Ordinance No. 2014-34, as may be amended from time to time. City has exclusive authority to alter, revise, increase or decrease rates due to consumer price index adjustment.

25 POSTING AND PROVIDING APPROVED TOWING RATES:

Franchisee shall prominently post near the cashier's location at its Principal Compound or any compound where pickup of vehicle occurs, a list of all current towing and storage rates in accordance with the Broward County Ordinance No. 2014-34, as may be amended from time to time.

26 VEHICLE CLASSIFICATIONS:

For charges as stated herein, fees charged shall be based on gross vehicle weight as set forth in the Broward County Ordinance No. 2014-34, as may be amended from time to time:

26.1 TOWING CHARGES:

The maximum fee to be charged for towing each class of vehicle shall be as set forth in the Broward County Ordinance No. 2014-34, as may be amended from time to time.

26.2 STORAGE CHARGES:

The maximum fee to be charged for storage of each class of vehicle shall be as set forth in the Broward County Ordinance No. 2014-34, as may be amended from time to time.

Vehicle subject to forfeiture will not accrue storage or towing charges for the first thirty (30) days of storage.

26.3 TOWING OUTSIDE CITY LIMITS:

The mileage rate for towing City vehicles outside of the City limits is established as the lesser of \$4.00 per mile, or Franchisee's actual third party costs for such service. If requested, this is in addition to the towing charge. There shall be no mileage charge with the City limits. Franchisee's monthly franchise payment shall clearly reflect all towing fees charged pursuant this section, which shall be deducted from Franchisee's monthly payment.

26.4 SERVICE CALL FEES OTHER THAN TOWING:

Tow or hookup fees and service call fees are separate items. A service call fee can be charged in addition to the tow service rendered, i.e., repair flat or start vehicle. Any service call fee must be approved by the vehicle owner prior to the service being provided. Service call fees are set forth in Section 24.50 of the Broward County Ordinance No. 2014-34, as may be amended from time to time.

26.5 ADMINISTRATIVE CHARGES (AFTER 24 HOURS):

Administrative charges include verification of a vehicle identification number, search of vehicle for ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters, and preparation of vehicle for auction. Franchisee must actually perform research to determine ownership of and notification to vehicle owner. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report and must be made available upon request. Administrative charges shall be imposed in accordance with State law.

27 RESPONSIBILITY FOR PAYMENT:

The motor vehicle owner or legally authorized representative is responsible for payment of charges imposed by Franchisee in accordance with the rate schedule. City shall not be responsible for any charges imposed for towing and storage or for securing payments due Franchisee upon vehicle release authorized by City.

28 FORWARDING OF TOWING RECEIPTS TO POLICE DEPARTMENT:

Franchisee shall be responsible for forwarding all vehicle tow information for all vehicles released on a monthly basis in the monthly Excel spreadsheet, no later than the tenth (10th) day of each following month. Any additional information sought by the City shall be provided within five (5) business days of the City's request. The spreadsheet shall include the following:

- A log of all vehicles with police holds.
- An impound/notification log for the previous month.
- A log completed prior to vehicle auctions.

28.1 REPORTS:

Franchisee will make all vehicle tow information continuously available on a Microsoft Excel spreadsheet that can be sent via email to the Contracts Administrator. The spreadsheet shall include, at a minimum, the following:

Towing Activity Report, to include for each and every tow:

1. Date of tow
2. Case Number
3. Type of tow such as accident, parking, abandoned, City vehicle, etc.
4. Total cost of tow
5. Location of tow

Franchisee shall provide the Contract Administrator with a quarterly report of all police holds. Within ten (10) business days from the delivery of such report, the Contract Administrator shall advise Franchisee of any vehicles that may be taken off of police hold.

Any additional information sought by the City shall be provided within five (5) business days of the City's request.

29 ASSIGNMENT:

Franchisee shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any or all of its rights, title, interest or obligation therein, to any person, company or corporation without the prior written consent of City. City may impose, as a condition to its consent to any assignment, that the proposed assignee sign an assumption/assignment agreement assuming the performance of every term and condition herein and other terms stipulated by City.

30 CHANGES IN RULES AND REGULATIONS:

If City deems it necessary to add, change or delete franchise rules or regulations, it may be done through approval by the City Commission. Under no conditions can Franchisee charge a fee in

excess of the rate schedule or not contained in the rate schedule without the recommendation or approval of the City Commission approval.

31 ANNUAL PERFORMANCE REVIEW; INSPECTIONS AND AUDITS:

City may conduct an annual performance review of Franchisee. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners' possessions, condition of facilities and equipment, extent and clarity of records and conduct of management and personnel. Within thirty (30) days of the sending of the review, Franchisee may respond to the review in writing, and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Franchisee's written response and a summary of the annual review meeting will be prepared by City staff with a copy sent to the City Manager and Franchisee.

Franchisee agrees that all records, equipment, personnel, office and storage facilities shall be subject to periodic checks and quarterly audits by representatives of City without prior notice.

Franchisee agrees to pay up to \$2,000.00 to defray any costs or expense of any single audit imposed during the term of this Agreement at the sole discretion of the City.

32 GENERAL TERMS:

32.1 RELEASE OF VEHICLE AT SCENE:

Any vehicle released at the scene by a Parking Enforcement specialist, a Code Enforcement Officer or a Police Officer may be towed to any location at owner's or driver's request at towing rates in accordance with the Broward County Ordinance No. 2014-34, as may be amended from time to time.

32.2 VEHICLE OWNER'S SELECTION OF TOWING SERVICE:

Unless preempted by State law, nothing herein will prevent the owner of a vehicle from selecting his/her own towing service for non-law enforcement tows.

32.3 FRANCHISEE'S COMPLIANCE WITH LAWS:

Franchisee shall abide by all applicable federal, state, county and municipal laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations related to this Agreement.

33 CRIME VICTIMS EXEMPTION:

If a victim of a crime, as defined by state law, has a Class A vehicle towed that is determined by the Police Department's Police Legal Unit to be a crime scene and is being held for processing, no towing or storage charges shall be charged to the vehicle's owner, unless the owner is insured for such charges. In addition to the aforementioned, if requested by command staff, and if not

covered by a crime victim's insurance, if a victim of a crime, as defined by state law, has a Class A vehicle towed, Franchisee may only charge a maximum of \$250.00, which shall include fourteen (14) days of storage. If the Class A vehicle is not retrieved within fourteen (14) days, commencing on the fifteenth (15th) day, the Broward County fee schedule shall be retroactively applied.

34 INSURANCE REQUIREMENTS:

Franchisee shall be responsible for its performance and every part thereof, and all material, tools, appliances and equipment of every description used in connection therewith. Franchisee shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action, omission or operation under the Franchise or in connection with the performance thereof.

Franchisee further certifies that it does currently meet all insurance requirements of City as prescribed by City's Risk Manager and agrees to submit valid, timely certificates of coverage.

Insurance coverage, as required in this Agreement, shall be in force throughout the term of this Agreement. Should Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of this Agreement, City shall have the right to consider the franchise breached, justifying the termination thereof.

Compliance by Franchisee and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve Franchisee and all subcontractors of their liabilities and obligations under this section or any other section or provision of this Agreement.

34.1 WORKERS' COMPENSATION:

Franchisee must comply with the workers' compensation laws of the State of Florida and maintain workers' compensation and employer's liability coverage of not less than:

\$500,000.00 Bodily injury by accident
\$500,000.00 Bodily injury by disease, policy limits
\$500,000.00 Bodily injury by disease, each employee

34.2 AUTOMOBILE LIABILITY:

Franchisee is required to possess business automobile coverage providing liability insurance for all owned, leased and borrowed vehicles.

The minimum limits acceptable shall be:

\$1,000,000.00 Combines single limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000.00 per person
\$ 1,000,000.00 per occurrence
\$ 100,000.00 property damage

34.3 GENERAL LIABILITY:

Franchisee is required to purchase and maintain General Liability Insurance throughout the life of this Agreement. Coverage should include as a minimum:

- Premises operations
- Products and completed operations
- Blanket contractual liability
- Personal injury liability
- Expanded definition of property damage

The minimum limits acceptable shall be:

\$1,000,000.00 Combined single limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000.00 per person
\$1,000,000.00 per occurrence
\$ 100,000.00 property damage

34.4 GARAGE KEEPER'S LEGAL LIABILITY:

Franchisee is required to purchase and maintain a Garage Policy to include Garage Liability Insurance extending to vehicles, owned or leased by City, left with Franchisee for servicing, repair, storage or safekeeping. Coverage should include as a minimum:

- Premises and operations
- Vehicle liability
- Contractual liability
- Products and completed operations liability
- Garage keeper's legal liability, to include comprehensive and collision

The Garage Keeper's Legal Liability shall extend to all City-owned/leased vehicles in the care, custody or control of Franchisee.

The minimum limits acceptable shall be:

\$1,000,000.00 Combined single limit (CSL) for liability
\$ 100,000.00 Garage keeper's legal liability

An endorsement shall be issued stating the City shall not be liable for the payments for any premiums or assessments on any policies on which it is named.

Franchisee shall name City as an additional insured on all policies, except workers' compensation.

City reserves the right to require additional insurance in order to meet the full value of this Agreement.

35 INDEMNITY/HOLD HARMLESS AGREEMENT:

Franchisee shall indemnify, defend and hold harmless City, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorneys' fees and costs of any kind, whether arising prior to the start of activities or following the completion or acceptance thereof and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence, whether active or passive, by Franchisee or anyone acting under its direction or control or on its behalf in connection with or incident to its performance of this Agreement.

Franchisee further certifies that it will meet all insurance requirements of City and agrees to produce valid, timely certificates of coverage. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect any of the City's rights, privileges and immunities under the doctrine of sovereign immunity or as set forth in Section 768.28, Florida Statutes.

36 EQUAL EMPLOYMENT OPPORTUNITY:

Franchisee does not and shall not discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

37 MERGER CLAUSE:

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to all matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated on any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

38 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it was intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places for giving notice:

FOR CITY:

Chief of Police
3250 Hollywood Blvd.
Hollywood, FL 33021

WITH A COPY TO:

City Attorney
2600 Hollywood Blvd., #407
Hollywood, FL 33020

FOR FRANCHISEE:

A Superior Towing, Inc.
Attn: Sean Loscalzo, President
2385 SW 66th Terrace
Davie, FL 33317

WITH A COPY TO:

Keith M. Poliakoff
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301

39 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The singular shall include the plural and vice versa, unless the context otherwise requires. Whenever reference is made to a section or article in this Agreement, such reference is to the section or article as a whole, including all the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

40 DRUG-FREE WORKPLACE:

Franchisee is affirming, by execution of this Agreement, that it either has or will establish a drug-free workplace in accordance with applicable laws.

41 THIRD PARTY BENEFICIARIES:

Neither Franchisee nor City intends directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be able to assert a claim against either of them based upon this Agreement.

42 CONFLICTS:

Neither Franchisee nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Franchisee's loyal and conscientious exercise of judgment relating to its performance under this Agreement.

Franchisee agrees that none of its officers and employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse to the interests of City or in connection with any such pending legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or legal or administrative proceeding.

43 WAIVER OF BREACH AND MATERIALITY:

Failure of City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

City and Franchisee agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore is a material term hereof.

44 SEVERANCE:

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Franchisee elects to terminate this Agreement. The election to terminate shall be made within seven (7) days after the finding by the court becomes final.

45 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of City and Franchisee and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

46 APPLICABLE LAW, VENUE AND ATTORNEYS' FEES:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. In any litigation between Franchisee and City concerning this Agreement (excluding, however, Franchisee's duty to defend, hold harmless and indemnify City), each party shall bear its own attorneys' fees and waive the right to trial by jury or the ability to assert

permissive counterclaims. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

47 COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

48 INCORPORATION OF RFP DOCUMENTS:

The RFP, including and addenda thereto, and the proposal submitted by Franchisee (collectively, the "RFP Documents") are incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature and have set their hands and official seals.

ATTEST:


City Clerk

Endorsed as to form and legality for the use and reliance of the City of Hollywood, Florida


City Attorney

Jeffrey P. Sheffel

CITY OF HOLLYWOOD, FLORIDA,
a Florida municipal corporation

By: 

Name: Wazir Ishmael, Ph.D

Title: City Manager

Dated: 4/26/17

ATTEST:


Corporate Secretary
(Affix Corporate Seal)


Witness


Witness

A SUPERIOR TOWING COMPANY,
a Florida corporation

By: 

Name: Sean Koscatze

Title: President

Dated: 4-17-17



TOWING FRANCHISE GEOGRAPHIC BOUNDARIES

- STD. B4 ON THE NORTH
- MIRAMAR PKY./HALLANDALE BLVD.
- ON THE SOUTH.
- UNIVERSITY DR. ON THE WEST.
- AIA ON THE EAST.